

GAGA-2010-I-0042

Transportation Services for Athletic Teams

SECTION B: SUPPLIES OR SERVICE AND PRICE

B.1 The District of Columbia Public Schools (DCPS) of Contracting and Acquisitions (OCA), on behalf of the Department of Athletics, is seeking a Certified Business Enterprise (CBE) contractor to provide transportation services for its athletic teams. DCPS' objective is to provide safe, timely and efficient transportation for its' athletic teams to and from games at various locations throughout the District of Columbia Metropolitan Area and other out of the area locations.

B.1.2 All bids will be evaluated based on the lowest price of the services offered by the contractor.

B.2 DESIGNATION OF SOLICITATION FOR SMALL BUSINESS SET-ASIDE SOLICITATION WITH SBE SUBCONTRACTING SET-ASIDE (SUPPLIES AND SERVICES) MARKET ONLY

B.2.1 DESIGNATION OF SOLICITATION FOR THE SMALL BUSINESS SET ASIDE MARKET ONLY

This Invitation for Bids or Request for Proposals is designated for certified small business enterprise (SBE) offerors only under the provisions of the "Small, Local, and Disadvantaged Business Enterprise Development and Assistance Act of 2005" (the Act), Title II, Subtitle N, of the "Fiscal Year 2006 Budget Support Act of 2005", D.C. Law 16-33, effective October 20, 2005.

An SBE must be certified as small in the procurement category of _____ in order to be eligible to submit a bid or proposal in response to this solicitation.

B.3. Bidders are required to submit the base year prices and four (4) one year option prices on the following format.

B.4 The District contemplates making a single award of a requirements contract type in accordance with 27 DCMR Chapter 24)

B.5 REQUIREMENTS

The District will purchase its requirements of the articles or services included herein from the Contractor. The estimated quantities stated herein reflect the best estimates available. The estimate shall not be construed as a representation that the estimated quantity will be required or ordered, or that conditions affecting requirements will be stable. They shall not be construed to limit the quantities which may be ordered from the Contractor by the District or to relieve the Contractor of its obligation to fill all such orders.



Transportation Services for Athletic Teams

- a) Delivery or performance shall be made only as authorized in accordance with the Ordering Clause, **paragraph b: All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of a conflict between a delivery order or task order and this contract, the contract shall control.** The District may issue orders requiring delivery to multiple destinations or performance at multiple locations. If the District urgently requires delivery before the earliest date that delivery may be specified under this contract, and if the Contractor shall not accept an order providing for the accelerated delivery, the District may acquire the urgently required goods or services from another source.
- b) There is no limit on the number of trips that may be requested. The District may request trips requiring delivery to multiple destinations or multiple locations.
- c) Any trip order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and District's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the contractor shall not be required to make any trips under this contract one (1) week to ten (10) days after expiration date of the contract.

B.6 PRICE SCHEDULE

ALL QUOTES FOR ITEMS MUST BE BASED ON ROUND TRIP RATES
(Between the hours of 8:00 A.M. and 10:00 P.M.)

BASE YEAR

Contract Line Item No. (CLIN)	Item Description	Round Trip Rate:
001	Rental of 46 Passenger Bus and Driver, Roundtrip within the District of Columbia, Monday through Friday	
002	Rental of 15-25 Passenger Minibus and Driver, Roundtrip within the District of Columbia, Monday through Friday	

GAGA-2010-I-0042

Transportation Services for Athletic Teams

003	Rental of 46 Passenger Bus and Driver, Roundtrip within the District of Columbia, Saturday, Sunday and Holidays	
004	Rental of 15-25 Passenger Minibus and Driver, Roundtrip within the District of Columbia, Saturday, Sunday and Holidays	
005	Rental of 46 Passenger Bus and Driver, Out of Town Trips, with restrooms: 0 – 200 Miles	
006	Additional Mileage, 201 – 300 Miles, 46 Passenger Bus	
007	Additional Mileage, 301 – 400 Miles, 46 Passenger Bus	
008	Additional Mileage, 401 – 500 Miles, 46 Passenger Bus	
009	Additional Mileage, Over 500 Miles, 46 Passenger Bus	
	BIDDER SHALL PROVIDE FLAT OVERNIGHT RATE FOR SPECIFIED DESTINATIONS:	
010	SKI LIBERTY, PA.	
011	SEVEN SPRINGS, PA.	
012	LESS THAN FOUR (4) HOUR CANCELLATION RATE (This will not be considered as part of the Evaluation)	

OPTION YEAR ONE

Contract Line Item No. (CLIN)	Item Description	Round Trip Rate:
101	Rental of 46 Passenger Bus and Driver, Roundtrip within the District of Columbia, Monday through Friday	
102	Rental of 15-25 Passenger Minibus and Driver, Roundtrip within the District of Columbia, Monday through Friday	
103	Rental of 46 Passenger Bus and Driver, Roundtrip within the District of Columbia, Saturday, Sunday and Holidays	
104	Rental of 15-25 Passenger Minibus and Driver, Roundtrip within the District of Columbia, Saturday, Sunday and Holidays	
105	Rental of 46 Passenger Bus and Driver, Out of Town Trips, with restrooms: 0 – 200 Miles	
106	Additional Mileage, 201 – 300 Miles, 46 Passenger Bus	
107	Additional Mileage, 301 – 400 Miles, 46 Passenger Bus	

GAGA-2010-I-0042

Transportation Services for Athletic Teams

108	Additional Mileage, 401 – 500 Miles, 46 Passenger Bus	
109	Additional Mileage, Over 500 Miles, 46 Passenger Bus	
	BIDDER SHALL PROVIDE FLAT OVERNIGHT RATE FOR SPECIFIED DESTINATIONS:	
110	SKI LIBERTY, PA.	
111	SEVEN SPRINGS, PA.	
112	LESS THAN FOUR (4) HOUR CANCELLATION RATE (This will not be considered as part of the Evaluation)	

OPTION YEAR TWO

Contract Line Item No. (CLIN)	Item Description	Round Trip Rate:
201	Rental of 46 Passenger Bus and Driver, Roundtrip within the District of Columbia, Monday through Friday	
202	Rental of 15-25 Passenger Minibus and Driver, Roundtrip within the District of Columbia, Monday through Friday	
203	Rental of 46 Passenger Bus and Driver, Roundtrip within the District of Columbia, Saturday, Sunday and Holidays	
204	Rental of 15-25 Passenger Minibus and Driver, Roundtrip within the District of Columbia, Saturday, Sunday and Holidays	
205	Rental of 46 Passenger Bus and Driver, Out of Town Trips, with restrooms: 0 – 200 Miles	
206	Additional Mileage, 201 – 300 Miles, 46 Passenger Bus	
207	Additional Mileage, 301 – 400 Miles, 46 Passenger Bus	
208	Additional Mileage, 401 – 500 Miles, 46 Passenger Bus	
209	Additional Mileage, Over 500 Miles, 46 Passenger Bus	
	BIDDER SHALL PROVIDE FLAT OVERNIGHT RATE FOR SPECIFIED DESTINATIONS:	
210	SKI LIBERTY, PA.	
211	SEVEN SPRINGS, PA.	



GAGA-2010-I-0042

Transportation Services for Athletic Teams

212	LESS THAN FOUR (4) HOUR CANCELLATION RATE (This will not be considered as part of the Evaluation)	
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OPTION YEAR THREE

Contract Line Item No. (CLIN)	Item Description	Round Trip Rate:
301	Rental of 46 Passenger Bus and Driver, Roundtrip within the District of Columbia, Monday through Friday	
302	Rental of 15-25 Passenger Minibus and Driver, Roundtrip within the District of Columbia, Monday through Friday	
303	Rental of 46 Passenger Bus and Driver, Roundtrip within the District of Columbia, Saturday, Sunday and Holidays	
304	Rental of 15-25 Passenger Minibus and Driver, Roundtrip within the District of Columbia, Saturday, Sunday and Holidays	
305	Rental of 46 Passenger Bus and Driver, Out of Town Trips, with restrooms: 0 – 200 Miles	
306	Additional Mileage, 201 – 300 Miles, 46 Passenger Bus	
307	Additional Mileage, 301 – 400 Miles, 46 Passenger Bus	
308	Additional Mileage, 401 – 500 Miles, 46 Passenger Bus	
309	Additional Mileage, Over 500 Miles, 46 Passenger Bus	
	BIDDER SHALL PROVIDE FLAT OVERNOGHT RATE FOR SPECIFIED DESTINATIONS:	
310	SKI LIBERTY, PA.	
311	SEVEN SPRINGS, PA.	
312	LESS THAN FOUR (4) HOUR CANCELLATION RATE (This will not be considered as part of the Evaluation)	

OPTION YEAR FOUR

Transportation Services for Athletic Teams

Contract Line Item No. (CLIN)	Item Description	Round Trip Rate:
401	Rental of 46 Passenger Bus and Driver, Roundtrip within the District of Columbia, Monday through Friday	
402	Rental of 15-25 Passenger Minibus and Driver, Roundtrip within the District of Columbia, Monday through Friday	
403	Rental of 46 Passenger Bus and Driver, Roundtrip within the District of Columbia, Saturday, Sunday and Holidays	
404	Rental of 15-25 Passenger Minibus and Driver, Roundtrip within the District of Columbia, Saturday, Sunday and Holidays	
405	Rental of 46 Passenger Bus and Driver, Out of Town Trips, with restrooms: 0 – 200 Miles	
406	Additional Mileage, 201 – 300 Miles, 46 Passenger Bus	
407	Additional Mileage, 301 – 400 Miles, 46 Passenger Bus	
408	Additional Mileage, 401 – 500 Miles, 46 Passenger Bus	
409	Additional Mileage, Over 500 Miles, 46 Passenger Bus	
	BIDDER SHALL PROVIDE FLAT OVERNIGHT RATE FOR SPECIFIED DESTINATIONS:	
410	SKI LIBERTY, PA.	
411	SEVEN SPRINGS, PA.	
412	LESS THAN FOUR (4) HOUR CANCELLATION RATE (This will not be considered as part of the Evaluation)	

SECTION C: DESCRIPTION / SPECIFICATIONS / STATEMENT OF WORK

C.1 SCOPE OF WORK/REQUIREMENTS

- C.1.1 The District of Columbia Public Schools (DCPS), Department of Athletics has a requirement for a qualified vendor who can provide transportation services (Estimated 2,500 trips), for High School, Middle School, Junior High School and Elementary School athletic teams. DCPS' objective is to provide safe, timely and efficient transportation using drivers that are well qualified, Certified Driver License (CDL), trained and skilled in handling athletic teams' transportation needs.



Transportation Services for Athletic Teams

C.2 STATEMENT OF WORK:

- C.2.1 The primary purpose is to provide transportation for participating student athletes to and from athletic events in and around the Washington, DC metropolitan area and various out-of-town locations. Forty-six (46) passenger and fifteen (15) to twenty-five (25) passenger buses will be utilized for student athletic transportation services.
- C.2.1.1 Students are generally picked up and dropped off at specific school addresses. The contractor will be provided with school listings which indicate school addresses and/or drop off points. **(See Attachment J.9)**
- C.2.1.2 The Contractor shall report to requested destination(s) at the time specified and leave at the time specified by DCPS representative. Contractor will be required to be present at sites thirty (30) minutes prior to departure time and pick-up time for student-athletes.
- C.2.1.3 DCPS may operate certain athletic events beyond the normal school hours or may operate some athletic events on non-school days (Saturday, Sunday and holidays). The Contractor shall provide such round trip service as required.
- C.2.1.4 DCPS students occasionally will participate in events that require overnight stays. The Contractor shall provide such round trip service as required.
- C.2.1.5 DCPS will notify Contractor forty-eight (48) hours prior for out-of-town trips and twenty-four (24) trips within the metropolitan area.

C.3 PRIMARY OBLIGATIONS OF THE CONTRACTOR:

- C.3.1 The Contractor shall only allow drivers possessing a valid local D.C., Maryland, or Virginia Class B Commercial Driving Licenses (CDL) to operate buses with student-athletes aboard. All bus drivers shall have specialized driver training. The Contractor shall provide drivers with customer relations training. All customer service complaints received by the Contractor shall be reported verbally to the COTR within 24 hours and followed up in writing within ten (10) working days.
- C.3.2 Contractor shall not let any person drive a bus whose moral character is not of the highest, or whose conduct might in any way expose any student to any impropriety of word or conduct whatsoever. Nor shall the Contractor allow any person to drive a bus who is not in a condition of mental and emotional stability. DCPS places upon the contractor full responsibility for assuring good qualities in personnel.
- C.3.3 The driver shall not smoke and or consume alcohol while performing the services.



GAGA-2010-I-0042

Transportation Services for Athletic Teams

- C.3.4 The Contractor shall provide the Technical Representative (COTR) with written incident reports of disciplinary and health problems which may arise during scheduled DCPS service. The Contractor shall notify the COTR immediately of any vehicle accident where students are involved, or of any situation that constitutes a safety hazard to students.
- C.3.5 The Contractor shall notify COTR, of all service delays and bus breakdown. This will allow COTR to inform appropriate parties of delays. In the event a bus is late or fails to perform a run, adjustment to the charge will be made.
- C.3.6 The Contractor shall be responsible for paying all toll charges, licenses, fees, taxes, violation fines, fuel and other operating costs. There shall be no add-on charges of any kind.
- C.3.7 In the event that a bus arrives late to pick up students and/or fails to arrive on time for an event, the contractor will be penalized 50% of the cost of that trip.

C.4 EQUIPMENT AND FACILITIES:

- C.4.1 The Contractor shall maintain all buses and other equipment used to provide student athletes transportation service in strict accordance with State and federal specifications and required standards for buses.
- C.4.2 The Contractor shall provide written lists of presently owned buses including serial numbers and certificates of insurance.
- C.4.3 Buses shall be equipped with emergency doors and fire extinguishers for purposes of safety and security during use by DCPS.
- C.4.4 At any time during the contract period, DCPS reserves the right to inspect any and all buses, the facilities for maintaining buses, and the operational procedures utilized by the Contractor.
- C.4.5 Buses that will be used for out-of-town trips shall include restroom facilities.

C.5 BACKGROUND CHECKS

- C.5.1 Criminal inquiries in accordance with Title 5 of the District of Columbia Municipal Regulations (DCMR), Sections 1001.8 through 1001.11, dated December 2002, as stated below

1001.8 - In order to determine a prospective employee's or promotee's suitability for employment with or promotion within the D.C. Public Schools, the Superintendent shall require each prospective appointee or promotee to be

Transportation Services for Athletic Teams

fingerprinted and shall forward the fingerprints through the D.C. Metropolitan Police Department to the FBI Identification Division for a criminal history record check.

1001.9 - All D.C. Public School employees involved in processing or maintaining criminal history record checks, or doing follow-up background investigations (including all security personnel), shall have undergone criminal history record checks prior to assuming such responsibilities.

1001.10 - Only criminal convictions and pending charges shall be taken into account in determining whether or not an individual is to be employed, promoted, or subject to adverse action.

1001.11 - All documents generated as a result of criminal history record checks or follow-up background investigations shall be confidential, with access limited to individuals with a demonstrated need-to-know.

are required of every District of Columbia Public Schools employee and by policy, of every other individual providing service in any DCPS school or to any DCPS student.

- C.5.2 The contractor shall be responsible for ensuring that all personnel have background checks, including fingerprinting, prior to their service delivery to DCPS students. Upon request, the contractor shall provide DCPS with a copy of the results from the Background check and the fingerprinting.

SECTION D: PACKAGING AND MARKING

Not Applicable

SECTION E: INSPECTION AND ACCEPTANCE

The DCPS will inspect all services and products provided by the contractor in accordance with Clause 6, Inspection of Services of the Standard contract provisions for use with District of Columbia Supplies and Service Contracts, dated March 2007, attachment J.1

SECTION F: DELIVERIES OR PERFORMANCE**F.1 TERM OF CONTRACT**

- F.1.1 The term of the contract shall be one (1) year from the date of award.

F.2 OPTION TO EXTEND THE TERM OF THE CONTRACT

GAGA-2010-I-0042

Transportation Services for Athletic Teams

- F.2.1 The District may extend the term of this contract by exercising up to four (4) one-year, option periods, or a fraction thereof, or multiple successive fractions thereof, in whole or in part, by written notice to the Contractor before the expiration of the contract; provided that the District shall give the Contractor a preliminary written notice of its intent to extend at least thirty (30) days before the contract expires. The preliminary notice does not commit the District to an extension. The exercise of this option is subject to the availability of funds at the time of the exercise of this option. The Contractor may waive the thirty (30) day preliminary notice requirement by providing a written waiver to the Contracting Officer prior to expiration of the contract.
- F.2.2 If the District exercises this option, the extended contract shall be considered to include this option provision.
- F.2.3 The price for the option period shall be as specified in the contract, or upon such other terms as agreed in writing between the parties.
- F.2.4 The total duration of this contract, plus the exercise of any options under this section, shall not exceed a maximum of five (5) years.

SECTION G: CONTRACT ADMINISTRATION DATA

G.1 INVOICE PAYMENT

- G.1.1 The District will make payments to the Contractor, upon the submission of proper invoices, at the prices stipulated in the contract.
- G.1.2 The District will pay the Contractor on or before the 30th day after receiving a proper invoice from the Contractor.

G.2 INVOICE SUBMITTAL:

- G.2.1 The Contractor shall submit proper invoices on a monthly basis or as otherwise specified in this contract. Invoices shall be prepared in double and submitted to the agency Chief Financial Officer (CFO) with a concurrent copy to the Contracting Officer's Technical Representative (COTR) specified in Section G.7 below. The address of the OCFO is:

District of Columbia Public Schools
Office of the Chief Financial Officer, Accounts Payable
825 North Capitol Street, N.E., 7th Floor
Washington, DC 20002
202-442-5330

- G.2.2 To constitute a proper invoice, the Contractor shall submit the following information:



GAGA-2010-I-0042

Transportation Services for Athletic Teams

G.2.2.1 Contractor's name, Federal tax ID, DUNS number and invoice date (Contractors are encouraged to date invoices as close to the date of mailing or transmittal as possible.);

G.2.2.2 Contract number.

G.2.2.3 Description, price, quantity and the date(s) that the supplies/services were actually delivered and/or performed.

G.2.2.4 Other supporting documentation or information, as required by the contracting officer;

G.2.2.5 Name, title, telephone number and complete mailing address of the responsible official to whom payment is to be sent;

G.2.2.6 Name, title, phone number of person preparing the invoice;

G.2.2.7 Name, title, phone number and mailing address of person (if different from the person identified in (G.2.2.6) above to be notified in the event of a defective invoice); and

G.2.2.8 Authorized signature.

G3 PAYMENT

G.3.1 An invoice shall be paid upon acceptance by the COTR, identified in Section G.8 and; DCPS Office of the Chief Financial Officer (OCFO). Prior to submission, the Contractor shall certify each invoice for accuracy and corrections. The Contractor shall submit 2 copies of their monthly invoices, one copy to the Office of the Chief Financial Officer and one to the COTR; as stated in section G.2.1.

G.4 ASSIGNMENT OF CONTRACT PAYMENTS

G.4.1 In accordance with 27 DCMR, 3250, unless otherwise prohibited by this contract, the Contractor may assign moneys due or to become due as a result of the performance of this contract to a bank, trust company, or other financing institution

G.4.2 Any assignment shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party.

G.4.3 Notwithstanding an assignment of money claims pursuant to authority contained in the contract, the Contractor, not the assignee, is required to prepare invoices. Where such an assignment has been made, the original copy of the invoice must refer to the assignment and must show that payment of the invoice is to be made directly to the assignee as follows:

Pursuant to the instrument of assignment dated _____,



GAGA-2010-I-0042

Transportation Services for Athletic Teams

make payment of this invoice to _____
(name and address of assignee).

G.5 THE QUICK PAYMENT CLAUSE

G.5.1 Interest Penalties to Contractors

G.5.1.1 The District will pay interest penalties on amounts due to the Contractor under the Quick Payment Act, D.C. Official Code §2-221.01 et seq., for the period beginning on the day after the required payment date and ending on the date on which payment of the amount is made. Interest shall be calculated at the rate of 1% per month. No interest penalty shall be paid if payment for the completed delivery of the item of property or service is made on or before:

- a) the 3rd day after the required payment date for meat or a meat product;
- b) the 5th day after the required payment date for an agricultural commodity; or
- c) the 15th day after the required payment date for any other item.

G.5.1.2 Any amount of an interest penalty which remains unpaid at the end of any 30-day period shall be added to the principal amount of the debt and thereafter interest penalties shall accrue on the added amount.

G.6 CONTRACTING OFFICER (CO)

G.6.1 Contracts may be entered into and signed on behalf of the District Government only by contracting officers. The address and telephone number of the Contracting Officer is:

Mr. Franklin Austin, Contracting Officer
District of Columbia Public Schools
Office of Contracts and Acquisitions
825 North Capitol Street, NE, Suite 7066
Washington, D.C. 20002
Telephone: (202) 442-5112
Facsimile: (202) 442-5634/5093
E-Mail: franklin.austin@dc.gov

G.7 AUTHORIZED CHANGES BY THE CONTRACTING OFFICER

G.7.1 The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract.



GAGA-2010-I-0042

Transportation Services for Athletic Teams

G.7.2 The Contractor shall not comply with any order, directive or request that changes or modifies the requirements of this contract, unless issued in writing and signed by the Contracting Officer.

G.7.3 In the event the Contractor effects any change at the instruction or request of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any cost increase incurred as a result thereof.

G.8 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)

G.8.1 The COTR is responsible for general administration of the contract and advising the Contracting Officer as to the Contractor's compliance or noncompliance with the contract. In addition, the COTR is responsible for the day-to-day monitoring and supervision of the contract, of ensuring that the work conforms to the requirements of this contract and such other responsibilities and authorities as may be specified in the contract. The COTR for this contract is:

Patricia B. Briscoe, EdD, CAA
Assistant Director of Athletics
Department of Athletics @ Hamilton Middle School
1401 Brentwood Parkway, NE
Washington, D.C. 20002
Telephone: (202) 729-3288
Facsimile: (202) 698-6397
E-Mail: patricia.briscoe@dc.gov

G.8.2 It is understood and agreed that the COTR shall not have the authority to make changes in the specifications/scope of work or terms and conditions of the contract.

G.8.3 Contractor may be held fully responsible for any changes not authorized in advance, in writing, by the Agency Chief Contracting Officer, may be denied compensation or other relief for any additional work performed that is not so authorized, and may also be required, at no additional cost to the District, to take all corrective action necessitated by reason of the unauthorized changes.

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 PUBLICITY

The Contractor shall at all times obtain the prior written approval from the Contracting Officer before it, any of its officers, agents, employees or subcontractors, either during



Transportation Services for Athletic Teams

or after expiration or termination of the contract, make any statement, or issue any material, for publication through any medium of communication, bearing on the work performed or data collected under this contract.

H.2 FREEDOM OF INFORMATION ACT

The District of Columbia Freedom of Information Act, at D.C. Official Code § 2-532 (a-3), requires the District to make available for inspection and copying any record produced or collected pursuant to a District contract with a private contractor to perform a public function, to the same extent as if the record were maintained by the agency on whose behalf the contract is made. If the Contractor receives a request for such information, the Contractor shall immediately send the request to the COTR designated in subsection G.8 who will provide the request to the FOIA Officer for the agency with programmatic responsibility in accordance with the D.C. Freedom of Information Act.

If the agency with programmatic responsibility receives a request for a record maintained by the Contractor pursuant to the contract, the COTR will forward a copy to the Contractor. In either event, the Contractor is required by law to provide all responsive records to the COTR within the timeframe designated by the COTR. The FOIA Officer for the agency with programmatic responsibility will determine the releasability of the records. The District will reimburse the Contractor for the costs of searching and copying the records in accordance with D.C. Official Code § 2-532 and Chapter 4 of Title 1 of the *D.C. Municipal Regulations*.

H.3 PROTECTION OF PROPERTY:

The Contractor shall be responsible for any damage to the building, interior, or their approaches in delivering equipment covered by this contract.

H.4 AMERICANS WITH DISABILITIES ACT OF 1990, as amended (ADA)

During the performance of the contract, the Contractor and any of its subcontractors shall comply with the ADA. The ADA makes it unlawful to discriminate in employment against a qualified individual with a disability.

See 42 U.S.C. 12101 et seq.

H.5 SECTION 504 OF THE REHABILITATION ACT OF 1973, as amended.

During the performance of the contract, the Contractor and any of its subcontractors shall comply with Section 504 of the Rehabilitation Act of 1973, as amended. This Act prohibits discrimination against disabled people in federally funded program and activities. See 29 U.S.C. 794 et seq.

H.6 DEPARTMENT OF LABOR WAGE DETERMINATIONS



Transportation Services for Athletic Teams

The Contractor shall be bound by the Wage Determination No. 2005-2103 Revision No.8 dated 5/26/2009, issued by the U.S. Department of Labor in accordance with the Service Contract Act of 1965, as amended (41 U.S.C. 351) and incorporated herein as Attachment J.3 of this solicitation. The Contractor shall be bound by the wage rates for the term of the Contract. If an option is exercised, the Contractor shall be bound by the applicable wage rate at the time of the option. If the option is exercised and the Contracting Officer for the option obtains a revised wage determination, that determination is applicable for the option periods; the Contractor may be entitled to an equitable adjustment.

H.7 AUDITS, RECORDS, AND RECORD RETENTION

- H.7.1 At any time or times before final payment and three (3) years thereafter, the Contracting Officer may have the Contractor's invoices or vouchers and statements of cost audited. For cost reimbursement contracts any payment may be reduced by amounts found by the Contracting Officer not to constitute allowable costs as adjusted for prior overpayment or underpayment. In the event that all payments have been made to the Contractor by the District Government and an overpayment is found, the Contractor shall reimburse the District for said overpayment within thirty (30) days after written notification.
- H.7.2 The Contractor shall establish and maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting principles and practices which sufficiently and properly reflect all revenues and expenditures of funds provided by the District under the contract that results from this solicitation.
- H.7.3 The Contractor shall retain all records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to the contract for a period of five (5) years after termination of the contract, or if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of the contract.
- H.7.4 The Contractor shall assure that these records shall be subject at all reasonable times to inspection, review, or audit by Federal, District, or other personnel duly authorized by the Contracting Officer.
- H.7.5 Persons duly authorized by the Contracting Officer shall have full access to and the right to examine any of the Contractor's contract and related records and documents, regardless of the form in which kept, at all reasonable times for as long as records are retained.
- H.7.6 The Contractor shall include these aforementioned audit and record keeping requirements in all approved subcontracts and assignments.

H.8 CONFLICT OF INTEREST

- H.8.1 No official or employee of the District of Columbia or the Federal Government who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this contract shall, prior to the completion of the project, voluntarily acquire any personal interest, direct or indirect, in the contract or proposed contract. (DC Procurement Practices Act of 1985, D.C. Law 6-85, D.C. Code section 1-1190.1 and Chapter 18 of the DC Personnel Regulations).
- H.8.2 The Contractor represents and covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. The Contractor further covenants not to employ any person having such known interests in the performance of the contract.

SECTION I: CONTRACT CLAUSES**I.1 APPLICABILITY OF STANDARD CONTRACT PROVISIONS**

The Standard Contract Provisions for use with District of Columbia Government Supplies and Services Contracts dated March 2007 ("SCP") are incorporated as part of the contract resulting from this solicitation. To obtain a copy of the SCP go to www.ocp.dc.gov, click on Solicitation Attachments under the heading "Vendor Portal", then under the heading Additional Attachments click on "Standard Contract Provisions – Supplies and Services Contracts".

I.2 CONTRACTS THAT CROSS FISCAL YEARS

Continuation of this contract beyond the fiscal year is contingent upon future fiscal appropriations.

I.3 CONFIDENTIALITY OF INFORMATION

All information obtained by the Contractor relating to any employee of the District or customer of the District shall be kept in absolute confidence and shall not be used by the Contractor in connection with any other matters, nor shall any such information be disclosed to any other person, firm, or corporation, in accordance with the District and Federal laws governing the confidentiality of records.

I.4 TIME

Time, if stated in number of days, will include Saturdays, Sundays, and holidays, unless otherwise stated herein.



I.5 OTHER CONTRACTORS

The Contractor shall not commit or permit any act that will interfere with the performance of work by another District Contractor or by any District employee.

I.6 SUBCONTRACTS

The Contractor hereunder shall not subcontract any of the Contractor's work or services to any subcontractor without the prior written consent of the Contracting Officer. Any work or service so subcontracted shall be performed pursuant to a subcontract agreement, which the District will have the right to review and approve prior to its execution by the Contractor. Any such subcontract shall specify that the Contractor and the subcontractor shall be subject to every provision of this contract. Notwithstanding any such subcontract approved by the District, the Contractor shall remain liable to the District for all Contractor's work and services required hereunder.

I.7 INSURANCE

The Contractor shall procure and maintain, during the entire period of performance under this contract, the types of insurance specified below. The Contractor shall submit a Certificate of Insurance giving evidence of the required coverage either before or after contract award but before work commences. All insurance shall be written with financially responsible companies authorized to do business in the District of Columbia or in the jurisdiction where the work is to be performed; have either an A.M. Best Company rating of A-VIII or higher, a Standard & Poor's rating of AA or higher, or a Moody's rating of Aa2 or higher. The Contractor shall require all subcontractors to carry the insurance required herein, or the Contractor may, at its option, provide the coverage for any or all subcontractors, and if so, the evidence of insurance submitted shall so stipulate. All policies (excluding Workers' Compensation and Professional Liability, if applicable) shall name the District as an additional insured with respect to work or services performed under the Contract. All policies shall provide that the insurance coverage provided hereunder will be primary and noncontributory with any other applicable insurance. All policies shall contain a waiver of subrogation in favor of the District of Columbia. In no event shall work be performed until the required Certificates of Insurance signed by an authorized representative of the insurer(s) has been furnished. All policies shall provide that the Contracting Officer shall be given thirty (30) days prior written notice via certified mail in the event coverage is substantially changed, canceled or not renewed.

DURATION - the Contractor shall carry all insurance until all contract work is accepted by the District. Each insurance policy shall contain a binding endorsement that: The insurer agrees that the Contracting Officer shall be given thirty (30) days prior written notice via certified mail in the event coverage is substantially changed, canceled or not renewed.

- I.7.1 Certificate of Insurance Requirement.** The policy description on the Certificate of Insurance form shall include the District as an additional insured and a waiver of subrogation in favor of the District.



GAGA-2010-I-0042

Transportation Services for Athletic Teams

I.7.2 Commercial General Liability Insurance. The Contractor shall provide evidence satisfactory to the Contracting Officer with respect to the operations performed that it carries \$2,000,000.00 per occurrence limits; \$5,000,000.00 per aggregate limits; and includes coverage for products and completed operations \$1,000,000.00 and personal and advertising injury \$1,000,000.00. The policy coverage shall be primary and non-contributory, and shall include the District of Columbia as an additional insured.

I.7.3 Automobile Liability Insurance. The Contractor shall provide automobile liability insurance to cover all owned, hired or non-owned motor vehicles used in conjunction with the performance of the contract. The policy shall cover the operations performed under the contract with a \$2,000,000.00 per occurrence combined single limit for bodily injury and property damage. The policy coverage shall be primary and non-contributory and shall include the District of Columbia as an additional insured.

I.7.4 Workers' Compensation Insurance. The Contractor shall provide Workers' Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the contract is performed.

Employer's Liability Insurance. The Contractor shall provide employer's liability insurance as follows: \$1,000,000.00 per accident for injury; \$1,000,000.00 per employee for disease; and \$1,000,000.00 for policy disease limit.

I.7.5 Umbrella or Excess Liability Insurance. The Contractor shall provide umbrella or excess liability insurance as follows: \$5,000,000.00 per occurrence for each wrongful act, with the District of Columbia as an additional insured.

I.7.6 Professional Liability Insurance (Errors & Omissions). The Contractor (including but not limited to architects, attorneys, engineers, environmental consultants, and healthcare professionals) shall provide Professional Liability Insurance (Errors and Omissions) to cover liability resulting from any error or omission caused by the performance of professional services under this Contract. ***IF APPLICABLE.***

The policy shall provide limits of \$2,000,000.00 per occurrence for each wrongful act and \$2,000,000.00 per aggregate for each wrongful act.

The Contractor shall maintain this insurance for five (5) years following the District's final acceptance of the work. The policy shall cover the Contractor and its subcontractors of every tier, and shall identify the District as the Project Owner on the policy. ***IF APPLICABLE.***

I.7.7 Crime Insurance. The Contractor shall provide a policy to cover costs associated with the criminal activities of its employees including, but not limited to, robbery, burglary, larceny, forgery, or embezzlement. The policy shall provide a limit of \$1,000,000.00 per occurrence for each wrongful act and \$1,000,000.00 per aggregate for each wrongful act.

I.8 ORDER OF PRECEDENCE

Any inconsistency in this solicitation shall be resolved by giving precedence in the following order: 1) Supplies or Services and Price/Cost Section (Section B), 2) Specifications/Work Statement (Section C), 3) Special Contract Requirements (Section H), 4) Contract Clauses (Section I), and 5) the SCP.

I.9 CONTRACTS IN EXCESS OF ONE MILLION DOLLARS

Any contract in excess of \$1,000,000 shall not be binding or give rise to any claim or demand against the District until approved by the Council of the District of Columbia and signed by the Contracting Officer.

I.10 EQUAL EMPLOYMENT OPPORTUNITY

In accordance with the District of Columbia Administrative Issuance System, Mayor's Order 85-85 dated June 10, 1985, the forms for completion of the Equal Employment Opportunity Information Report are incorporated herein as Attachment J4. An award cannot be made to any Offeror who has not satisfied the equal employment requirements as set forth by the Office of Local Business Development.

I.11 HOLD HARMLESS CLAUSE

The Contractor shall, during the term of the contract including any warranty period, indemnify, defend, and hold harmless the DCPS, its officials, employees, agents, and representatives thereof from all suits, actions, or claims of any kind, including attorney's fees, brought on account of any personal injuries, damages, or violations of rights, sustained by any person or property in consequence of any neglect in safeguarding contract work or on account of any act or omission by the Contractor or his employees, or from any claims or amounts arising from violation of any law, bylaw, ordinance, regulation or decree. The Contractor agrees that this clause shall include claims involving infringement of patent or copyright.

I.12 SAFETY

The Contractor shall comply with all Occupational Safety and Health Administration (OSHA) and any other applicable rules and regulations. Also, the Contractor shall be responsible for the safety of its employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site area under this contract.

I.13 PRE-AWARD APPROVAL

GAGA-2010-I-0042**Transportation Services for Athletic Teams**

- I.13.1 The award and enforceability of the resultant contract is contingent upon the approval of the District of Columbia Public Schools Board of Education. In accordance with Chapter 37 of Title 5 DCMR § 3702.10, contract actions for goods and services exceeding one hundred thousand (100,000) must be submitted to the Board of Education for approval.
- I.13.2 The award and enforceability of the resultant contract is contingent upon Council Approval: In accordance with the Council Contract Review Criteria Amendment Act of 1999, D.C. Code 2-301.05a, any contract action over one million dollars must be submitted to the Council for approval.

SECTION J: LIST OF ATTACHMENTS**J.1 STANDARD CONTRACT PROVISIONS**

J.2 Wage Determination No. 2005-2103 Revision No. 8, dated 5/26/5009

J.3 **INCORPORATED ATTACHMENTS** *(The following forms, J.5 – J.7, located at www.ocp.dc.gov shall be completed and incorporated with the offer.) To obtain copies go to the website mentioned above, click on Solicitation Attachments under the heading “Vendor Portal”, the documents will be under the heading “Incorporated Attachments.”*

J.4 LSDBE Certification Package

J.5 E.E.O. Information and Mayor Orders 85-85

J.6 Tax Certification Affidavit

J.7 First Source Employment Agreement

J.8 FR500 Combined Business Tax Registration Application



J.9 List of Schools with addresses

J.10 Past Performance Questionnaire

SECTION K: REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF BIDDERS

K.1 TYPE OF BUSINESS ORGANIZATION

K.1.1 The Bidder, by checking the applicable box, represents that

(a) It operates as:

- ☐ a corporation incorporated under the laws of the State of _____
- ☐ an individual,
- ☐ a partnership
- ☐ a nonprofit organization, or
- ☐ a joint venture; or

(b) If the Bidder is a foreign entity, it operates as:

- ☐ an individual
- ☐ a joint venture, or
- ☐ a corporation registered for business in _____
(Country)



K.2 BUY AMERICAN CERTIFICATION

The Bidder hereby certifies that each end product, except the end products listed below, is a domestic end product (as defined in Clause 29 of the Standard Contract Provisions, "Buy American Act"), and that components of unknown origin are considered to have been mined, produced, or manufactured outside the United States.

_____ EXCLUDED END PRODUCTS
_____ COUNTRY OF ORIGIN

K3 DISTRICT EMPLOYEES NOT TO BENEFIT CERTIFICATION

Each Bidder shall check one of the following:

_____ No person listed in Clause 17 of the Standard Contract Provisions will benefit from this contract.

_____ The following person(s) listed in Clause 17 may benefit from this contract. For each person listed, attach the affidavit required by Clause 17 of the Standard Contract Provisions.

K.4 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

(a) Each signature of the Offeror is considered to be a certification by the signatory in accordance with D.C. Code 1183.16 that:

1) The prices in this Contract have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any Offeror or competitor relating to:

- (i) those prices
- (ii) the intention to submit a Contract, or
- (iii) the methods or factors used to calculate the prices in the Contract;

2) The prices in this Contract have not been and will not be knowingly disclosed by the Offeror, directly or indirectly, to any other Offeror or



Transportation Services for Athletic Teams

competitor before Contract opening unless otherwise required by law;
and

- 3) No attempt has been made or will be made by the Offeror to induce any other concern to submit or not to submit a Contract for the purpose of restricting competition.

- (b) Each signature on the offer is considered to be a certification by the signatory that the signatory;

- 1) Is the person in the Offerors organization responsible for determining the prices being offered in this Contract, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or
- 2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above:

(insert full name of person(s) in the organization responsible for determining the prices offered in this Contract and the title of his or her position in the Offerors organization);

- (i) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and
- (iii) As an agent, has not participated, and will not participate, in any action contrary to subparagraphs (a) (1) through (a) (3) above.

- (c) If the Offeror deletes or modifies subparagraph (a) (2) above, the Offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

K.5 TAX CERTIFICATION

Each Bidder must submit with its bid, a sworn Tax Certification Affidavit incorporated herein as Attachment J 6.

K.6 CERTIFICATION REGARDING A DRUG-FREE WORKPLACE (JULY_1990):

K.6.1 Definitions. As used in this provision:



Transportation Services for Athletic Teams

- K.6.1.1 **Controlled substance:** means a controlled substance in schedules I through V of Section 202 of the Controlled Substances Act (21 U.S.C. 812) and as further defined in regulation at 21 CFR 1308.11 - 1308.15.
- K.6.1.2 **Conviction:** means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.
- K.6.1.3 **Criminal drug statute:** means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession or use of any controlled substance.
- K.6.1.4 **Drug-free workplace:** means the site(s) for the performance of work done by the Contractor in connection with a specific contract at which employees of the Contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.
- K.6.1.5 **Employee:** means an employee of a Contractor directly engaged in the performance of work under a Government contract. "Directly engaged" is defined to include all direct cost employees and any other Contractor employee who has other than a minimal impact or involvement in contract performance.
- K.6.1.6 **Individual:** means a bidder/contractor that has no more than one employee including the Bidder/Contractor.
- K.6.2** By submission of its bid, the Bidder, if other than an individual, who is making a bid that equals or exceeds \$25,000, certifies and agrees, that with respect to all employees of the bidder to be employed under a contract resulting from this solicitation, it will - no later than 30 calendar days after contract award (unless a longer period is agreed to in writing), for contracts of 30 calendar days or more performance duration: or as soon as possible for contracts of less than 30 calendar days performance duration, but in any case, by a date prior to when performance is expected to be completed:
- K.6.2.1 Publish a statement notifying such employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;
- K.6.2.2 Establish an ongoing drug-free awareness program to inform such employees about the following:
- (i) The dangers of drug abuse in the workplace;



GAGA-2010-I-0042

Transportation Services for Athletic Teams

- (ii) The Contractor's policy of maintaining a drug-free workplace;
 - (iii) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
- K.6.2.3 Provide all employees engaged in performance of the contract with a copy of the statement required by subparagraph K.1.2.1 of this provision;
- K.6.2.4 Notify such employees in writing in the statement required by subparagraph K.1.2.1 of this provision that, as a condition of continued employment on the contract resulting from this solicitation, the employee will:
 - (i) Abide by the terms of the statement; and
 - (ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 calendar days after such conviction;
- K.6.2.5 Notify the Contracting Officer in writing within 10 calendar days after receiving notice under subdivision K.1.2.4 (ii) of this provision, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee; and
- K.6.2.6 Within 30 calendar days after receiving notice under subdivision K.1.2.4 (ii) of this provision of a conviction, takes one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:
 - (ii) Take appropriate personnel action against such employee, up to and including termination; or
 - (ii) Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by Federal, State, or local health, law enforcement, or other appropriate agency.
- K.6.2.7 Make a good faith effort to maintain a drug-free workplace through implementation of subparagraphs K.1.2.1 through K.1.2.6 of this provision.
- K.6.3** By submission of its bid, the Bidder, if an individual who is making a bid of any dollar value, certifies and agrees that the Bidder will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in the performance of the contract resulting from this solicitation.



GAGA-2010-I-0042

Transportation Services for Athletic Teams

K.6.4 Failure of the Bidder to provide the certification required by paragraphs K.1.2 or K.1.3 of this provision renders the Bidder unqualified and ineligible for award.

K.6.5 In addition to other remedies available to the Government, the certification in paragraphs K.1.2 through K.1.3 of this provision concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

K.7 EMPLOYMENT AGREEMENT

For all bids over \$100,000, except for those in which the Bidder is located outside the Washington Metropolitan Area and will perform no work in the Washington Metropolitan Area, the following certification is required (see Clause 28 of the Standard Contract Provisions). The Bidder recognizes that one of the primary goals of the District government is the creation of job opportunities for bona fide District residents. Accordingly, the Bidder agrees to pursue the District's following goals for utilization of bona fide residents of the District of Columbia with respect to this contract and in compliance with Mayor's Order 83-265: (1) at least 51% of jobs created as a result of this contract are to be performed by employees who are residents of the District of Columbia. At least 51% of apprentices and trainees employed shall be residents of the District of Columbia registered in programs approved by the D.C. Apprenticeship Council. The Bidder also agrees to notify all prospective subcontractors, prior to execution of any contractual agreements, that the subcontractors are expected to implement Mayor's Order 83-265 in their own employment practices. The Bidder understands and will comply with the requirements of The Volunteer Apprenticeship Act of 1978, D.C. Code sec. 36-401 et seq., and the First Source Employment Agreement Act of 1984, D.C. Code sec. 1-1161 et seq.

The Bidder certifies that it intends to enter into a First Source Employment Agreement with the District of Columbia Department of Employment Services (DOES). Under this First Source Employment Agreement, the Bidder will use DOES as the first source for recruitment and referral of any new employees. The Bidder shall negotiate the First Source Employment Agreement directly with DOES. Nothing in this certification or the First Source Employment Agreement shall be construed as requiring the Bidder to hire or train persons it does not consider qualified based on standards the Bidder applies to all job applicants.

Name _____

Title _____

Signature _____

Date _____

K.8 CERTIFICATION AS TO COMPLIANCE WITH EQUAL OPPORTUNITY OBLIGATIONS



GAGA-2010-I-0042

Transportation Services for Athletic Teams

Contracts", dated June 10, 1985 and the Office of Local Business Development regulations, Chapter 11, "Compliance with Equal Employment Opportunity Requirements in Contracts", promulgated August 15, 1986 (4 DCMR Chapter 11, 33 DCR 4952) are included as a part of this solicitation and require the following certification for contracts subject to the order. Failure to complete the certification may result in rejection of the Bidder for a contract subject to the order. I hereby certify that I am fully aware of the content of the Mayor's Order 85-85 and the Office of Local Business Development regulations, Chapter 11, and agree to comply with them in performance of this contract.

Bidder _____ Date _____

Name _____ Title _____

Signature _____

Bidder ____ has ____ has not participated in a previous contract or subcontract subject to the Mayor's Order 85-85. Bidder ____ has ____ has not filed all required compliance reports, and representations indicating submission of required reports signed by proposed sub contractors. (The above representations need not be submitted in connection with contracts or subcontracts, which are exempt from the Mayor's Order.)

K.9 WALSH-HEALY ACT

If this contract is for the manufacture or furnishing of materials, supplies, articles or equipment in an amount that exceeds or may exceed \$10,000, and is subject to the Walsh-Healey Public Contracts Act, as amended (41 U.S.C. 35-45), the following terms and conditions apply:

- (a) All representations and stipulations required by the Act and regulations issued by the Secretary of Labor (41 CFR Chapter 50) are incorporated by reference. These representations and stipulations are subject to all applicable rulings and interpretations of the Secretary of Labor that are now, or may hereafter, be in effect.
- (b) All employees whose work relates to this contract shall be paid not less than the minimum wage prescribed by regulations issued by the Secretary of Labor (41 CFR 50-202.2). Learners, student learners, apprentices, and handicapped workers may be employed at less than the prescribed minimum wage (see 41 CFR 50-202.3) to the same extent that such employment is permitted under Section 14 of the Fair Labor Standards Act (41 U.S.C. 40).



SECTION L: INSTRUCTIONS, CONDITIONS AND NOTICES TO BIDDERS

L.1 METHOD OF AWARD

- L.1.1 The District reserves the right to accept/reject any/all bids resulting from this solicitation. The Contracting Officer may reject all bids or waive any minor informality or irregularity in bids received whenever it is determined that such action is in the best interest of the District.
- L.1.2 The District intends, but is not obligated, to award single_contract(s) resulting from this solicitation to the responsive and responsible bidder(s) who has/have the lowest bid(s).

L.2. PRE-BID CONFERENCE

A pre-bid conference will be held at **10:00AM** on **Thursday, December 17, 2009** at the **OCA Conference Room, 7th Floor, 825 North Capitol Street, NE, Washington, DC 20002**. Prospective bidders will be given an opportunity to ask questions regarding this solicitation at the conference. The purpose of the conference is to provide a structured and formal opportunity for the District to accept questions from prospective bidders on the solicitation document as well as to clarify the contents of the solicitation. Attending prospective bidders must complete the pre-bid conference Attendance Roster at the conference so that their attendance can be properly recorded.

Impromptu questions will be permitted and spontaneous answers will be provided at the District's discretion. Verbal answers given at the pre-bid conference are only intended for general discussion and do not represent the Districts' final position. All oral questions must be submitted in writing following the close of the pre-bid conference but no later than five working days after the pre-bid conference in order to generate an official answer. Official answers will be provided in writing to all prospective bidders who are listed on the official bidders' list as having received a copy of the solicitation. Answers will be posted on the DCPS OCA website at <http://www.k12.dc.us/offices/oca/oca.htm>.

L.3 PREPARATION AND SUBMISSION OF BIDS

- L.3.1 Bidders shall submit a signed original and *one* copy. Bids shall be typewritten in 12 point font size on 8.5" by 11" bond paper. The District will not accept a facsimile copy of a bid as an original bid. All items accepted by the District, all pages of the Invitation for Bids (IFB), all attachments and all documents containing the bidder's offer shall constitute the formal contract. **Each bid shall be submitted in a sealed envelope conspicuously marked: "Bid in Response to Solicitation No. GAGA-2010-I-0042 Transportation Services for Athletic Teams."**

Transportation Services for Athletic Teams

- L.3.2 The original bid shall govern if there is a variance between the original bid and the copy submitted by the bidder. Each bidder shall return the complete solicitation as its bid.
- L.3.3 The District may reject as non-responsive any bid that fails to conform in any material respect to the Invitation for Bids.
- L.3.4 The District may also reject as non-responsive any bids submitted on forms not included in or required by the solicitation. Bidders shall make no changes to the requirements set forth in the solicitation.

L.4. FAMILIARIZATION WITH CONDITIONS (SERVICES)

Bidders shall thoroughly familiarize themselves with the terms and conditions of this solicitation, acquainting themselves with all available information regarding difficulties which may be encountered and the conditions under which the work is to be accomplished. Bidders will not be relieved from assuming all responsibility for properly estimating the difficulties and the cost of performing the services required herein due to their failure to investigate the conditions or to become acquainted with all information, schedules and liability concerning the services to be performed.

L.5 BID SUBMISSION DATE AND TIME

Bids must be submitted no later than **1:00PM** EST (Eastern Standard Time) on **Wednesday, January 13, 2010.**

L.6 WITHDRAWAL OR MODIFICATION OF BIDS

A bidder may modify or withdraw its bid upon written, telegraphic notice, or facsimile transmission if received at the location designated in the solicitation for submission of bids, but not later than the exact time set for opening of bids.

L.7 LATE SUBMISSIONS, LATE MODIFICATIONS, AND LATE WITHDRAWALS

- L.7.1 Bids, modifications to bids, or requests for withdrawals that are received in the designated District office after the exact local time specified above, are "late" and shall be considered only if they are received before the award is made and one (1) or more of the following circumstances apply:
 - a. The bid or modification was sent by registered or certified mail no later than the fifth (5th) calendar day before the date specified for receipt of bids;



Transportation Services for Athletic Teams

- b.** The bid or modification was sent by mail and it is determined by the Contracting Officer that the late receipt at the location specified in the solicitation was caused by mishandling by the District after receipt.

L.7.2 POSTMARKS

The only acceptable evidence to establish the date of a late bid, late modification or late withdrawal sent either by registered or certified mail shall be a U.S. or Canadian Postal Service postmark on the wrapper or on the original receipt from the U.S. or Canadian Postal Service. If neither postmark shows a legible date, the bid, modification or withdrawal shall be deemed to have been mailed late. When the postmark shows the date but not the hour, the time is presumed to be the last minute of the date shown. If no date is shown on the postmark, the bid shall be considered late unless the bidder can furnish evidence from the postal authorities of timely mailing.

L.7.3 LATE SUBMISSIONS

A late bid, late request for modification or late request for withdrawal shall not be considered, except as provided in this section.

L.7.4 LATE MODIFICATIONS

A late modification of a successful bid, which makes its terms more favorable to the District, shall be considered at any time it is received and may be accepted.

L.7.5 LATE BIDS

A late bid, late modification or late withdrawal of a bid that is not considered shall be held unopened, unless opened for identification, until after award and then retained with unsuccessful bids resulting from this solicitation.

L.8 HAND DELIVERY OR MAILING OF BIDS

Bidders must deliver or mail their bids to the address in Section A.7 of the cover page.

L.9 ERRORS IN BIDS

Bidders are expected to read and understand fully all information and requirements contained in the solicitation; failure to do so will be at the bidder's risk. In event of a discrepancy between the unit price and the total price, the unit price shall govern.

L.10 QUESTIONS ABOUT THE SOLICITATION



Transportation Services for Athletic Teams

If a prospective bidder has any questions relative to this solicitation, the prospective bidder shall submit the questions in writing to the Contracting Officer. The prospective bidder shall submit questions no later than 10 calendar days prior to the closing date and time indicated for this solicitation. The District will not consider any questions received less than 10 calendar days before the date set for submission of bid. The District will furnish responses promptly to all other prospective bidders. An amendment to the solicitation will be issued, if that information is necessary in submitting bids, or if the lack of it would be prejudicial to any other prospective bidders. Oral explanations or instructions given before the award of the contract will not be binding.

L.11 FAILURE TO SUBMIT BIDS

Recipients of this solicitation not responding with a bid should not return this solicitation. Instead, they should advise the Contracting Officer, Office of Contracts and Acquisitions, by letter or postcard whether they want to receive future solicitations for similar requirements. It is also requested that such recipients advise the Contracting Officer of the District of Columbia Public Schools of the reason for not submitting a bid in response to this solicitation. If a recipient does not submit a bid and does not notify the Contracting Officer of the District of Columbia Public Schools that future solicitations are desired, the recipient's name may be removed from the applicable mailing list.

L.12 BID PROTESTS

Any actual or prospective bidder or contractor who is aggrieved in connection with the solicitation or award of a contract, must file with the D.C. Contract Appeals Board (Board) a protest no later than 10 business days after the basis of protest is known or should have been known, whichever is earlier. A protest based on alleged improprieties in a solicitation which are apparent prior to bid opening or the time set for receipt of initial bids shall be filed with the Board prior to bid opening or the time set for receipt of initial bids. In procurements in which bids are requested, alleged improprieties which do not exist in the initial solicitation, but which are subsequently incorporated into this solicitation, must be protested no later than the next closing time for receipt of bids following the incorporation. The protest shall be filed in writing, with the Contract Appeals Board, 717 14th Street, N.W., Suite 430, Washington, D.C. 20004. The aggrieved person shall also mail a copy of the protest to the Contracting officer for the solicitation.



L.13 SIGNING OF BIDS

- L.13.1 The Contractor shall sign the bid and print or type its name on the Solicitation, Offer and Award form of this solicitation. Each bid must show a full business address and telephone number of the bidder and be signed by the person or persons legally authorized to sign contracts. Erasures or other changes must be initialed by the person signing the bid. Bids signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the Contracting Officer.
- L.13.2 All correspondence concerning the bid or resulting contract will be mailed to the address shown on the bid in the absence of written instructions from the bidder or contractor to the contrary. Any bid submitted by a partnership must be signed with the partnership name by a general partnership with authority to bind the partnership. Any bid submitted by a corporation must be signed with the name of the corporation followed by the signature and title of the person having authority to sign for the corporation. Bidders shall complete and sign all Representations, Certifications and Acknowledgments as appropriate. Failure to do so may result in a bid rejection.

L.14 VENDOR SUBMISSION FOR PREFERENCES

Any vendor seeking to receive preferences on this solicitation must submit at the time of, and as a part of, its bid or proposal the following documentation, as applicable to the preference being sought:

- a. Evidence of the vendor's, subcontractors', or joint venture partner's certification or self-certification as a LBE (Local Business Enterprise), DBE (Disadvantaged Business Enterprise), or ROB (Resident Owned Business), to include either:
 - 1) A copy of all relevant letters of certification from the Local Business Opportunity Commission (LBOC); or
 - 2) A copy of any sworn notarized Self-Certification forms prescribed by the LBOC, along with an acknowledgement letter issued by the Director of the LBOC. Businesses with principal offices located in outside of the District of Columbia must first be certified as LBEs before qualifying for self-certification.
- b. Evidence that the vendor or any subcontractor is located in an enterprise zone.

In order for a bidder to receive allowable preferences under this solicitation, the bidder must include the relevant information as described in subparagraphs (a) and (b) of this clause, as part of its bid or proposal.

Refer to J.4 for the Self-Certification package

In order to receive any preferences under this solicitation, any vendor seeking self-certification must complete and submit forms to:

Office of Local, Small and Disadvantaged Business Enterprise (LSDBE)
ATTN: LSDBE Certification Program
441 Fourth Street, N.W., Suite 970N
Washington, D.C. 20001

All vendors are encouraged to contact the Local, Small and Disadvantage Business Enterprises Certification Program at (202) 727-3900 if additional information is required on certification procedures and requirements.

L.15 ACKNOWLEDGMENT OF AMENDMENTS

The bidder shall acknowledge receipt of any amendment to this solicitation by (a) signing and returning the amendment; (b) by identifying the amendment number and date in the space provided for this purpose in Section K of the solicitation; or (c) by letter or telegram, including mailgrams. The District must receive the acknowledgment by the date and time specified for receipt of bids. Bidders' failure to acknowledge an amendment may result in rejection of the bid.

L.16 BIDS WITH OPTION YEARS

The bidder shall include option year prices in its price/cost bid. A bid may be determined to be unacceptable if it fails to include option year pricing.

L.17 ACCEPTANCE PERIOD

The bidder agrees that its bid remains valid for a period of 90 days from the solicitation's closing date.

L.18 LEGAL STATUS OF BIDDER

Each bid must provide the following information:

- L.18.1 Name, Address, Telephone Number, Federal tax identification number and DUNS Number of Bidder;
- L.18.2 District of Columbia, if required by law to obtain such license, registration or certification. If the bidder is a corporation or partnership and does not provide a copy of its license, registration or certification to transact business in the District of



Transportation Services for Athletic Teams

Columbia, the bid shall certify its intent to obtain the necessary license, registration or certification prior to contract award or its exemption from such requirements; and

- L.18.3 If the Bidder is a partnership or joint venture, names of general partners or joint ventures, and copies of any joint venture or teaming agreements.
- L.18.4 The District reserves the right to request additional information regarding the Bidder's Organizational status.

L.19 STANDARDS OF RESPONSIBILITY

The prospective Contractor must demonstrate to the satisfaction of the District the capability in all respects to perform fully the contract requirements, therefore, the prospective Contractor must submit the documentation listed below, within five (5) days of the request by the District.

- L.19.1 Furnish evidence of adequate financial resources, credit or the ability to obtain such resources as required during the performance of the contract.
- L.19.2 Furnish evidence of the ability to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments.
- L.19.3 Furnish evidence of the necessary organization, experience, accounting and operational control, technical skills or the ability to obtain them.
- L.19.4 Furnish evidence of compliance with the applicable District licensing, tax laws and regulations.
- L.19.5 Furnish evidence of a satisfactory performance record, record of integrity and business ethics.
- L.19.6 Furnish evidence of the necessary production, construction and technical equipment and facilities or the ability to obtain them.
- L.19.7 If the prospective Contractor fails to supply the information requested, the Contracting Officer shall make the determination of responsibility or non-responsibility based upon available information. If the available information is insufficient to make a determination of responsibility, the Contracting Officer shall determine the prospective Contractor to be non-responsible.

SECTION M: EVALUATION FACTORS



Transportation Services for Athletic Teams

M.1 PREFERENCES FOR LOCAL BUSINESS, DISADVANTAGED BUSINESSES, RESIDENT-OWNED BUSINESSES, SMALL BUSINESSES, LONGTIME RESIDENT BUSINESSES, OR LOCAL BUSINESSES WITH PRINCIPAL OFFICES LOCATED IN AN ENTERPRISE ZONE

Under the provisions of the “Small, Local, and Disadvantaged Business Enterprise Development and Assistance Act of 2005” (the Act), Title II, Subtitle N, of the “Fiscal Year 2006 Budget Support Act of 2005”, D.C. Law 16-33, effective October 20, 2005, the District shall apply preferences in evaluating bids or proposals from businesses that are small, local, disadvantaged, resident-owned, longtime resident, or local with a principal office located in an enterprise zone of the District of Columbia.

M.1.1 REQUIRED SMALL BUSINESS ENTERPRISE (SBE) SUBCONTRACTING SET-ASIDE

_____ % of the total dollar value of this contract has been set-aside for performance through subcontracting with businesses certified by the Small and Local Business Opportunity Commission (SLBOC) or the Department of Small and Local Business Development (DSLBD), as applicable, as small business enterprises. Any prime contractor responding to this solicitation shall submit within 5 days of the contracting officer’s request, a notarized statement detailing its subcontracting plan. Once the plan is approved by the contracting officer, changes will only occur with the prior written approval of the contracting officer and the Director of DSLBD.

M.1.2 GENERAL PREFERENCES

For evaluation purposes, the allowable preferences under the Act for this procurement are as follows:

- M.1.2.1 Three percent reduction in the bid price or the addition of three points on a 100-point scale for a small business enterprise (SBE) certified by the Small and Local Business Opportunity Commission (SLBOC) or the Department of Small and Local Business Development (DSLBD), as applicable;
- M.1.2.2 Three percent reduction in the bid price or the addition of three points on a 100-point scale for a resident-owned business enterprise (ROB) certified by the SLBOC or the DSLBD, as applicable;
- M.1.2.3 Ten percent reduction in the bid price or the addition of ten points on a 100-point scale for a longtime resident business (LRB) certified by the SLBOC or the DSLBD, as applicable;
- M.1.2.4 Two percent reduction in the bid price or the addition of two points on a 100-point scale for a local business enterprise (LBE) certified by the SLBOC or the DSLBD, as applicable;



GAGA-2010-I-0042

Transportation Services for Athletic Teams

M.1.2.5 Two percent reduction in the bid price or the addition of two points on a 100-point scale for a local business enterprise with its principal office located in an enterprise zone (DZE) and certified by the SLBOC or the DSLBD, as applicable; and

M.1.2.6 Two percent reduction in the bid price or the addition of two points on a 100-point scale for a disadvantaged business enterprise (DBE) certified by the SLBOC or the DSLBD, as applicable.

M.1.3 APPLICATION OF PREFERENCES

The preferences shall be applicable to prime contractors as follows:

- M.1.3.1 Any prime contractor that is an SBE certified by the SLBOC or the DSLBD, as applicable, will receive a three percent (3%) reduction in the bid price for a bid submitted by the SBE in response to an Invitation for Bids (IFB) or the addition of three points on a 100-point scale added to the overall score for proposals submitted by the SBE in response to a Request for Proposals (RFP).
- M.1.3.2 Any prime contractor that is an ROB certified by the SLBOC or the DSLBD, as applicable, will receive a three percent (3%) reduction in the bid price for a bid submitted by the ROB in response to an IFB or the addition of three points on a 100-point scale added to the overall score for proposals submitted by the ROB in response to an RFP.
- M.1.3.3 Any prime contractor that is an LRB certified by the SLBOC or the DSLBD, as applicable, will receive a ten percent (10%) reduction in the bid price for a bid submitted by the LRB in response to an IFB or the addition of ten points on a 100-point scale added to the overall score for proposals submitted by the LRB in response to an RFP.
- M.1.3.4 Any prime contractor that is an LBE certified by the SLBOC or the DSLBD, as applicable, will receive a two percent (2%) reduction in the bid price for a bid submitted by the LBE in response to an IFB or the addition of two points on a 100-point scale added to the overall score for proposals submitted by the LBE in response to an RFP.
- M.1.3.5 Any prime contractor that is a DZE certified by the SLBOC or the DSLBD, as applicable, will receive a two percent (2%) reduction in the bid price for a bid submitted by the DZE in response to an IFB or the addition of two points on a 100-point scale added to the overall score for proposals submitted by the DZE in response to an RFP.
- M.1.3.6 Any prime contractor that is a DBE certified by the SLBOC or the DSLBD, as applicable, will receive a two percent (2%) reduction in the bid price for a bid

Transportation Services for Athletic Teams

submitted by the DBE in response to an IFB or the addition of two points on a 100-point scale added to the overall score for proposals submitted by the DBE in response to an RFP.

M.1.4 MAXIMUM PREFERENCE AWARDED

Notwithstanding the availability of the preceding preferences, the maximum total preference to which a certified business enterprise is entitled under the Act for this procurement is twelve percent (12%) for bids submitted in response to an IFB or the equivalent of twelve (12) points on a 100-point scale for proposals submitted in response to an RFP. There will be no preference awarded for subcontracting by the prime contractor with certified business enterprises.

M.1.5 PREFERENCES FOR CERTIFIED JOINT VENTURES

When the SLBOC or the DSLBD, as applicable, certifies a joint venture, the certified joint venture will receive preferences as a prime contractor for categories in which the joint venture and the certified joint venture partner are certified, subject to the maximum preference limitation set forth in the preceding paragraph.

M.1.6 VENDOR SUBMISSION FOR PREFERENCES

M.1.6.1 Any vendor seeking to receive preferences on this solicitation must submit at the time of, and as part of its bid or proposal, the following documentation, as applicable to the preference being sought:

M.1.6.1.1 Evidence of the vendor's or joint venture's certification by the SLBOC as an SBE, LBE, DBE, DZE, LRB, or RBO, to include a copy of all relevant letters of certification from the SLBOC; or

M.1.6.1.2 Evidence of the vendor's or joint venture's provisional certification by the DSLBD as an SBE, LBE, DBE, DZE, LRB, or RBO, to include a copy of the provisional certification from the DSLBD.

M.1.6.2 Any vendor seeking certification or provisional certification in order to receive preferences under this solicitation should contact the:

Department of Small and Local Business Development
ATTN: LSDBE Certification Program
441 Fourth Street, N.W., Suite 970N
Washington, DC 20001

M.1.6.3 All vendors are encouraged to contact the DSLBD at (202) 727-3900 if additional information is required on certification procedures and requirements.

M.1.7 SUBCONTRACTING PLAN

Any prime contractor responding to a solicitation in which there is an SBE subcontracting set-aside, shall submit, within 5 days of the contracting officer's request, a notarized statement detailing its subcontracting plan. Each subcontracting plan shall include the following:

- M.1.7.1 A description of the goods and services to be provided by SBEs;
- M.1.7.2 A statement of the dollar value of the bid or proposal that pertains to the subcontracts to be performed by the SBEs;
- M.1.7.3 The names and addresses of all proposed subcontractors who are SBEs;
- M.1.7.4 The name of the individual employed by the prime contractor who will administer the subcontracting plan, and a description of the duties of the individual;
- M.1.7.5 A description of the efforts the prime contractor will make to ensure that SBEs will have an equitable opportunity to compete for subcontracts;
- M.1.7.6 In all subcontracts that offer further subcontracting opportunities, assurances that the prime contractor will include a statement, approved by the contracting officer, that the subcontractor will adopt a subcontracting plan similar to the subcontracting plan required by the contract;
- M.1.7.7 Assurances that the prime contractor will cooperate in any studies or surveys that may be required by the contracting officer, and submit periodic reports, as requested by the contracting officer, to allow the District to determine the extent of compliance by the prime contractor with the subcontracting plan;
- M.1.7.8 List the type of records the prime contractor will maintain to demonstrate procedures adopted to comply with the requirements set forth in the subcontracting plan, and include assurances that the prime contractor will make such records available for review upon the District's request; and
- M.1.7.9 A description of the prime contractor's recent effort to locate SBE and to award subcontracts to them.

M.1.8 EVALUATION OF OPTION YEARS

The District will evaluate bids for award purposes by evaluating the total price for all options as well as the base year. Evaluation of options shall not obligate the District to exercise them. The total District's requirements may change

GAGA-2010-I-0042

Transportation Services for Athletic Teams

during the option years. Quantities to be awarded will be determined at the time each option is exercised.